Agreement for Traffic Signal Maintenance Services

The following Agreement, dated ___________ April 17 __________, 2018 by and between the Town of Southington (hereinafter "Southington") and the City of Meriden (hereinafter "Meriden") for traffic signal repair services to be performed by Meriden employees in the Town of Southington.

RECITALS

WHEREAS, the City of Meriden has duly qualified employees who are experienced in repairing traffic signals; and

WHEREAS, in the judgment of the Town of Southington, it is necessary and desirable to employ the services of the City of Meriden employees for traffic signal repair services.

NOW THEREFORE, be it resolved that, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.
The City of Meriden agrees to furnish all labor, equipment and materials and perform all work necessary to repair all Southington owned traffic signal installations listed on Attachment C to this Agreement. Southington may add or delete traffic signals respectively to or from Attachment C.
The City of Meriden shall:
a. Maintain a force of trained, qualified traffic signal maintenance employees
b. Said force shall be sufficient to respond to emergency calls that may arise from time to time and to promptly make temporary and permanent repairs.
c. City of Meriden emergency calls will be responded to prior to responding to Town of Southington emergencies.

A. Specified services.

Services provided by Meriden

Repair Work Tasks
Meriden shall provide all labor, equipment, materials, and tools necessary to accomplish the following:
1. Repair malfunctioning traffic signal equipment owned by the Town of Southington. (See, Attachment C)
2. Records
   a. Meriden shall maintain a record of all service calls and repairs, and pertinent data pertaining to all traffic signal devices.
3. Emergency response
Meriden shall provide response and repair service 24 hours a day, 7 days a week, including holidays. When contacted by Southington Police to correct a signal malfunction or failure, Meriden shall respond within the response times shown hereafter.
Upon notification, Meriden shall respond between the hours of 7:00am to 3:00pm, and in the evenings (4:00pm to 7:00am), weekends and holidays. The outside time for follow up action is four (4) hours from notification.
In case of major malfunction and damages during the weekday, Meriden shall contact Southington to receive direction. During the evening, weekend and holiday hours, Meriden shall make the most appropriate emergency repairs and contact Southington the next working day.
4. Upon completion of emergency work, Meriden shall contact Southington to inform that the emergency work has been completed. In addition, Meriden shall provide Southington written notice within three (3) business days that such repairs have been completed.
5. Communications
Meriden shall designate an employee who will work with Southington to coordinate activities.
6. Traffic Control
Southington shall furnish, erect and maintain sufficient warning devices, signs, flagmen and barricades to give the public adequate warning of traffic signal activity, whenever necessary.

B. Emergency Response/Extra Work
When notified by Southington to repair a malfunctioning or out of order traffic signal installation, Meriden shall respond to correct the malfunction or failure within the response time as specified.
1. Meriden On-Call Emergency Contact. Meriden shall provide Southington a 24-hour telephone number for Southington to call to request emergency service.
2. Emergency response Work. This work consists of Meriden dispatching personnel and equipment, tools and materials to restore signal operation.
3. Emergency response Completion Period. This work consists of Meriden restoring normal operation of any traffic signal installation covered by this Agreement within 24 hours of being notified to do so.
4. Temporary Controller. To restore normal operation, Meriden shall furnish and install a substitute controller unit and/or cabinet, if so directed by Southington that is capable of providing the same signal operation, insofar as phasing and times, until the existing controller unit and/or cabinet can be returned to services or be replaced.
C. Compensation
1. Compensation for all work is shown on Attachment B of this Agreement.
   Compensation for scheduled extra work and compensation for Emergency Response
   Extra Work shall be either in accordance with a pre-approved agreed price for the
   work or a time and material basis using the labor and equipment hourly rates shown
   on Attachment B of this Agreement. Should equipment rental be necessary,
   Southington will pay the rental rate.
   For purposes of this section, extra work refers to the replacement, repair, or upgrading
   of any device utilized for traffic control or to insure the public’s safety. Meriden shall
   contact Southington to obtain prior approval before work is scheduled or performed
   under this provision. Meriden shall provide all invoices to Southington.
   Southington shall pay for all repair work done by Meriden at the request of
   Southington.

D. Services to be provided by Southington
   Southington may add traffic signal installations to or delete them from Attachment C.
   Southington shall provide to Meriden signal timing plans.

2. PAYMENT
   Meriden shall be paid by Southington within thirty (30) days after submission of an invoice.

3. TERMS OF AGREEMENT
   Meriden and Southington shall perform such work for a period of 36 months, unless otherwise
   agreed in writing by Meriden and Southington. The term of the Agreement may be extended
   upon mutual agreement of the parties, in writing.

4. TERMINATION
   At any time and without cause, either Meriden or Southington can terminate this Agreement by
   giving ten (10) days written notice to the other party. In the event of such termination,
   Southington shall pay Meriden for services rendered to date.

5. INDEMNIFICATION
   In consideration of agreeing to perform the activities herein described, the Town of Southington,
   duly authorized, hereby agrees that it will hold harmless and defend and indemnify the City of
   Meriden and all officers, officials, and employees from any and all manner of action or actions,
   cause and causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills,
   damages, claims and demands whatsoever in law or in equity, arising from any act or occurrence,
   particularly on account of a personal injury, disability, property damage, loss or damages of any
   kind sustained or sustained in the future, arising out of the City of Meriden’s performance under
   this Agreement for Traffic Signal Maintenance Services.
6. **Commencement of Work**

Meriden agrees to proceed with the performance of this Agreement within five (5) business days of the written notice by Southington of a notice to proceed with the work.

7. **Extra or changed work**

Meriden agrees to provide additional work for Southington at Meriden’s sole discretion, provided the scope and cost of the work is mutually agreed to between the parties in writing.

8. **Notices**

Notices under this Agreement shall be provided to as follows:

**SOUTHINGTON**

Deputy Chief William Palmieri  
Southington Police Department  
69 Lazy Lane  
Southington, CT 06489

**MERIDEN**

City of Meriden, Department of Public Works  
C/o Bob Bass & Kevin Munson  
142 East Main Street  
Meriden, CT 06450
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first written above.

WITNESS

TOWN OF SOUTHINGTON

Chief Jack Daly
Duly Authorized

WITNESS

CITY OF MERIDEN

Duly Authorized

WITNESS

WITNESS

Robert Banks
ATTACHMENT A

Services to be provided by Meriden

The services provided by Meriden for Southington shall include the following:

- Respond and make corrective action to all service requests
- Verification to Southington that emergency work has been completed
- Repair or replacement of signal control devices
- Submission to Southington of inventory records

Meriden shall follow Southington’s standards for traffic control and lane closures at all times while working in Southington. Meriden shall not represent Southington in any matters of policy or procedures, and shall refer all questions or inquiries from the public to Southington.
Compensation to be paid to Meriden

**Salaries (per hour)**
- Director of Public Works - $58.67
- Superintendent Traffic Operations - $52.06
- Electronic Technician II/Fire Alarm - $48.85
- Electronic Technician I/Fire Alarm - $36.57

**Equipment Rates (per hour)**
- Automobile - $20.00
- Pickup Truck - $25.00
- Aerial Lift - $35.00

**Materials**
At cost plus shipping fees

**Administrative fees**
A 25% administrative fee will be added to the sum of the wages.
A 10% administrative fee will be added to equipment and materials costs.

**Miscellaneous**
Salary and equipment rates are adjusted at the start of the fiscal year.

Additional equipment will be billed at fair and reasonable rates

Overtime rates will be charged for nights/Saturdays (1.5 times base hourly rate) and Sundays/holidays (2 times base hourly rate).
Southington Traffic Signal Inventory

**Cycling:**
- Marion Ave. @ i-84 West
- Marion Ave. @ Atwater St. @ I-84 East entrance
- Marion Ave. @ West St. @ West Main St.
- West St. @ Jude Lane
- Spring St. @ BJ's
- South End Rd. @ Maxwell Noble Dr.

**Flashing:**
- North Main St. @ SFD (This one is normally flashing except with the Fire Department is exiting/entering)
- Marion Ave. @ Mount Vernon Rd.
- Berlin St. @ Butternut Lane
- West St. @ West Center St.
- West St. @ Prospect St.